

DOUGHERTY, RYAN & HESSION, LLP.  
Attorneys for Plaintiffs  
OEC FREIGHT (NY) INC.  
250 Park Avenue  
Seventh Floor  
New York, New York 10177  
Phone: 212-889-2300  
Fax: 646-485-5630  
Email: john.hession@doughertyryan.com  
John J. Hession, Esq. (3501JH)

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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OEC GROUP NEW YORK and  
ORIENT EXPRESS CONTAINER CO, LTD.

Index No:

Plaintiffs,

-against-

**COMPLAINT**

MV MSC LUCY, her engines, boilers, etc. in rem,  
MEDITERRANEAN SHIPPING COMPANY S.A.;  
And MEDITERRANEAN SHIPPING COMPANY  
(USA) INC.,

Defendants.  
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The plaintiffs herein, by their attorneys, DOUGHERTY, RYAN & HESSION, LLP., complaining of the above named vessel and defendants, allege upon information and belief:

1. This is an admiralty and maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure.
2. At and during all times hereinafter mentioned, plaintiffs, OEC GROUP NEW YORK and ORIENT EXPRESS CONTAINER CO, LTD. (hereinafter "OEC"), had and now have the legal status and principal office and place of business stated in Schedule A hereto annexed and by this reference made a part hereof.
3. At and during all the times hereinafter mentioned, defendants had and now have the legal status and office and place of business stated in Schedule A hereto annexed and by this reference made a part hereof, and were and now are engaged in business as a common carrier of

merchandise by water for hire, and owned, operated, managed, chartered and controlled the above named vessel, which now is or will be within the jurisdiction of this Court during the pendency of this action.

4. On or about the date and at the Port of Shipment stated in Schedule A, there was delivered to the vessel and defendant in good order and condition the shipment described in Schedule A, which the said vessel and defendant received, accepted and agreed to transport for certain consideration pursuant to the terms and conditions of certain Bills of Lading as listed in Schedule A to the Port of Discharge stated in Schedule A.

5. Thereafter, the said vessel arrived at the Port of Discharge described in Schedule A where the aforementioned cargo was delivered but not in the same good order and condition in which received and shipped, but rather in a damaged condition, or non-delivered.

6. By reason of the premises, the defendants breached their duties to plaintiffs as a common carrier by water for hire and were otherwise at fault.

7. Plaintiffs OEC were the consignee and owner or otherwise had a proprietary interest in the cargo described in Schedule A and brings this action on its own behalf and as agent and trustee on behalf of and for the interest of all parties who may be or become interested in the said shipment as their respective interests may ultimately appear, and said plaintiff is entitled to maintain this action.

8. Plaintiffs OEC have duly performed all duties and obligations on its part to be performed.<sup>1</sup>

9. By reason of the premises, plaintiffs have sustained damages nearly as same can now be estimated, not part of which has been paid, although duly demanded, in the amount of Twenty Thousand Dollars (\$20,000.00).

**WHEREFORE**, plaintiffs pray:

1. That process in due form of law according to the practice of this Court may issue against defendants.

2. That if defendants cannot be found within this District, that all of their property within this District be attached in the sum set forth in this Complaint, with interest and costs.

3. That a decree may be entered in favor of plaintiffs against defendants for the amount of plaintiffs' damages, together with interest and costs.

4. That process in due form of law according to the practice of this Court may issue against the aforesaid named vessel.

5. Plaintiffs further pray for such other, further and different relief as to this Court may seem just and proper in the premises.

Dated: New York, New York  
April 3, 2020

Respectfully submitted

DOUGHERTY, RYAN & HESSION, LLP.  
Attorneys for Plaintiffs

By:   
John J. Hession (3501 JH)  
250 Park Avenue  
7<sup>th</sup> Floor  
New York, New York 10177  
(212) 889-2300

**SCHEDULE "A"**

Plaintiffs, OEC Group New York and Orient Express Container Co Ltd. were and now are a corporation with an office and place of business at One Cross Island Plaza, 133-33 Brookville Boulevard, Suite 306, Rosedale, New York 11422.

Defendants, MV MSC LUCY, and Mediterranean Shipping Company, S.A., were and now are a foreign corporation with an office and place of business at Chemin Rieu 12-14, 1208, Geneva, Switzerland .

Defendant, Mediterranean Shipping Company (USA) Inc., was and now is a corporation with an office and place of business at 420 5th Avenue- 8th Floor, New York, New York 10018.

**Cause of action against the MV MSC LUCY, in rem, and Mediterranean Shipping Company, S.A., in personam**

Port of Loading:	Altamira, Mexico
Vessel:	MSC LUCY - Voy No: MF913E
Container No:	MEDU9060600 (142,280kgs Flexibags of NFC)
Port of Discharge:	Miami, Florida, United States
Cargo:	Fruit juice MSC B/L MEDUMX268920 - dtd March 29, 2019 House B/L OERT668702100072 - dtd March 29, 2019
Shipper:	OEC Freight S De RLDE CV
Consignee:	OEC Freight (NY) Inc.
Place of Receipt:	Alamo, Temapache
Amount of Loss:	\$20,000